



MASTER SERVICES AGREEMENT

Administered by:
Department of General Services
Office of Risk & Insurance Management
(916) 376-5284 (916) 376-5276 FAX
www.dgs.ca.gov/orim

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The ORIM Mission

To create a partnership between the Office of Risk and Insurance Management (ORIM) and its clients and to act as a resource for quality risk management services to state agencies and other clients.

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This Master Services Agreement (MSA) will allow you to obtain Ergonomic Consulting Services, including **workstation evaluation, education and training, ergonomic program development, and job hazard analysis** for state agencies and participating local agencies.

This MSA is the result of a competitive bid. Consultants were evaluated on their experience in each of the areas identified above, length of time in business, and the cost of their services. Multiple contracts have been awarded in various areas throughout the State of California based on anticipated needs for service. Should services be required outside the identified areas, agencies will need to use other procurement methods for obtaining services.

Benefits Include

- ❖ Obtain needed services without the staff time required to conduct a competitive bid process.
IT HAS ALREADY BEEN DONE FOR YOU!
- ❖ Access to more than one Consultant.
OBTAIN SERVICE WHEN AND WHERE YOU NEED IT!
- ❖ Ability to purchase a full range of services as the need arises.
ADDRESS ALL OF YOUR ERGONOMIC NEEDS!

This contract has been extended to September 30, 2003. You may utilize this MSA any time during this term.

Agencies are not required to use the Master Services Agreement. On larger projects, it may prove economical for agencies to obtain services via their normal competitive bidding methods.

GENERAL INFORMATION

Introduction

Consultants	Those firms selected to participate in the Master Services Agreement to provide Ergonomic Consulting Services.
Consultant Referral Spreadsheet	This spreadsheet provides information to assist Subscription Agencies in contacting the proper Consultant to perform the work and provides the maximum rates for each type of service bid by each Consultant.
Customer Satisfaction Form	This form was developed by ORIM to solicit feedback from Subscription Agencies on the Consultant's work under a Subscription Agreement. This will assist ORIM in managing the Master Services Agreement and ensure quality consultation by those we contract with.
ORIM	Department of General Services, Office of Risk & Insurance Management
Select City	A city identified as a point of reference for obtaining service rates from vendors.
Subscription Agency	An agency wishing to contract for services included within the scope, and subject to the same terms, conditions and rates, established under the Master Services Agreement.
Subscription Agreement	A contract between an agency and a Consultant that follows the terms, conditions, and rates established under the Master Services Agreement.

GENERAL INFORMATION

Definitions

ERGONOMIC CONSULTING SERVICES

Four different service areas have been identified and are included as a part of this MSA. State departments and other public agencies may contract for one or more service areas under a single Subscription Agreement. The MSA may NOT be used to purchase ergonomic equipment or accessories.

Program Development

Every employer is required to assess hazards that exist within the workplace and have a program for dealing with these risks. The risk of repetitive-motion injuries is an issue in many of our workplaces. Developing a method for controlling these exposures is essential for complying with applicable health and safety regulations and reducing work-related injuries.

Training & Education

Educating all employees on the health and safety issues related to improper workstation use is essential. Instruction is provided to aid students in identifying factors that put them at risk of injury and provide suggestions for preventative measures, including exercise, to reduce the chance of injuries related to improper workstation use. Training classes will vary in length depending upon the needs of the user and can range from one (1) to four (4) hours. Specialized classes for those employees who will be responsible for evaluating and training other employees are normally a minimum of eight (8) hours.

Computer Workstation Evaluation, Design, and Improvement

A proper evaluation will identify specific problem areas involving how an employee interacts with the workspace, computers, tools, and furniture that could potentially result in musculoskeletal disorders. Workstation seating, lighting and glare, screens, keyboards, work surfaces, and work practices are all evaluated. Minor workstation adjustments that are necessary are made during the evaluation whenever possible. A written report of findings, actions taken, and recommendations is prepared.

Other Job Hazard Analyses

Some jobs do not involve the employee sitting at a fixed computer workstation to perform their daily tasks. This does not, however, eliminate the possibility of a repetitive-motion injury. Warehouse operations, grounds personnel, and mailroom staff are examples of the types of jobs that might require analysis of individual and groups of job tasks to properly assess ergonomic risks.

Those Consultants participating in the MSA were selected through a competitive bid process. After meeting minimum qualification and technical scoring requirements, successful Consultants were ranked according to the rates bid for each of the types of work to be performed under the Master Services Agreement. **Selection of a Consultant to perform work on behalf of your department must be made based on the ranking of the Consultant.**

STEP I Determine the type of work that you need performed. Develop a preliminary Scope of Work including time frames and approximate project budget. (Sample attached.)

STEP II Determine where services are required and identify the **Select City** that is closest to the work to be performed.

STEP III Refer to the **Consultant Referral Spreadsheet** to determine the Consultant to be contacted first regarding the work to be performed.

Important! If you will require services in more than one of the four service areas, (workstation evaluation, training, program development, other job hazard analyses), the Consultant listed **first** under the Select City where services will be performed, must be contacted **first**.

If you will require services in only one of the four service areas, the Consultant with the lowest rate in the Select City for that service type must be contacted **first**.

STEP IV Contact the designated Consultant and provide them with the preliminary Scope of Work. Obtain a written proposal from Consultant outlining the project phases, (specific work items/deliverables/outcomes), a progress schedule, and a cost breakdown. **If the consultant is not available to perform the work within the desired timeframe, you may contact the next consultant on the list to obtain services.** Rates provided by the Consultant for the Master Services Agreement are the maximum rates that the Consultant can charge to the Subscription Agency. Rates may be discounted by the Consultant based on the specific elements of a project.

Questions? Call ORIM !
(916) 376-5284

SELECTING A CONSULTANT

The Referral Process

What to include?

Description of Services Desired
How Many/How Much?
Where?
Time Frame?
Product or results to be delivered
Format & number of reports
All Steps of Project
 Pre-evaluation, interviews,
 on-site evaluations,
 reports, presentations, etc.

Example #1 (Training & Education)

Consultant will provide ergonomic training classes to office employees educating them on health and safety issues related to proper computer use. A total of four (4) classes will be held at the Sacramento office with class size estimated to be 15-25 students per class. Training class shall be approximately two (2) hours in length. Classes will be scheduled one each week in the month of October. Course materials will be provided by Consultant in accordance with MSA provisions.

Following each training class, Consultant will be available on-site for an additional two (2) hours to assist individual students with set-up and adjustment of their own workstations.

Example #2 (Program Development)

Consultant will evaluate the current Office Ergonomics/Workstation Evaluation Program. This evaluation will review and critique the current program for its effectiveness based upon current information related to this issue. This evaluation will also include risk identification and hazard assessment for the department. The evaluation shall be based upon sound management program practices and recognized literature, regulations, and guidelines related to the field of office ergonomics and proper video display terminal (VDT) use. The Program Evaluation process shall result in a report to the Health and Safety Officer. The final report must include findings, recommendations, and cost analysis for proposed improvements. A final report shall be submitted to the Health and Safety Officer no later than sixty (60) days after the Program Evaluation begins, but in no event later than January 1, 2001. One original and three copies of the report are to be provided.

SELECTING A CONSULTANT

Sample Scope of Work

What to include?

Description of Services Desired
How Many/How Much?
Where?
Time Frame?
Product or results to be delivered
Format & number of reports
All Steps of Project
 Pre-evaluation, interviews,
 on-site evaluations,
 reports, presentations, etc.

Example #3 (Workstation Evaluation)

Consultant will perform ergonomic workstation evaluations for 10 staff in the Sacramento office. The evaluation will identify specific problem areas involving how the employee interacts with the workspace that could potentially result in musculoskeletal disorders. Adjustments of equipment/furniture should be made immediately during the workstation evaluation process whenever possible. A written report of findings, actions taken, and recommendations is to be submitted to the Health and Safety Officer no later than thirty (30) days after the workstation evaluation. All evaluations are to be completed prior to January 1, 2001.

Example #4 (Job Hazard Analysis)

Consultant will perform an ergonomic evaluation of the warehouse operation. The operation involves 10 employees and has two processes. The first is to stock shelves with incoming inventory shipments on warehouse shelves that will later be distributed to customer orders. The operation involves unloading pallets of boxes, climbing on ladders with supplies and stacking supplies on the shelves. The second operation is the reverse of the first. The operator will need to pull stock from the shelves and place them in boxes for shipment and place on pallets. The evaluation is to include current and potential ergonomic hazards that an operator may encounter. Videotaping the tasks may be necessary to assist in the evaluation. Interviews will be conducted on an appropriate number of individuals to make a valid assessment of the tasks. A minimum of 25% of the operators will be interviewed. Supervisors should be interviewed on the process. Consultant will prepare a report of findings including suggested modifications to equipment, changes in operations, or alternative methods for conducting these operations. A cost analysis must be provided for proposed changes involving a cost to implement. The final report shall be submitted to the Health and Safety Officer no later than January 1, 2001.

SELECTING A CONSULTANT

Sample Scope of Work

What to include?

Description of Services Desired

How Many/How Much?

Where?

Time Frame?

Product or results to be delivered

Format & number of reports

All Steps of Project

Pre-evaluation, interviews,
on-site evaluations,
reports, presentations, etc.

Example #4 Job Hazard Analysis (continued)

Consultant will provide training to warehouse staff of approximately 25 employees educating them on the changes implemented as a result of this analysis and on ergonomic issues as it relates to their work environment. Course materials will be provided by Consultant in accordance with MSA provisions. Training shall be completed within 30 days from the time changes have been implemented by the state department in a single session on-site at the warehouse.

SELECTING A CONSULTANT

Sample Scope of Work

Consultant Referral Spreadsheet

Multiple Service Type Contracts-Must refer business to first consultant listed within a Select City												
Single Service Type Contracts-Must refer business to the lowest bidder in the Select City for that service type												
	Computer Workstation Evaluation (Cost per workstation) 1-10 11 or more		Training Classes (Hourly)	Program Development (Hourly)	Job Hazard Analysis (Hourly)			Computer Workstation Evaluation (Cost per workstation) 1-10 11 or more		Training Classes (Hourly)	Program Development (Hourly)	Job Hazard Analysis (Hourly)
Sacramento								Santa Ana				
(Within 60 mile radius)								(Within 60 mile radius)				
Ergonomics & Injury Prevention	285	85	95	95	95			Clayton Group Services	225	200	124.5	105
Clayton Group Services	225	200	124.5	124.5	105			Woodward, Alpert & Assoc.	200	150	375	110
(61-100 mile radius)								(61-100 mile radius)				
Ergonomics & Injury Prevention	300	95	100	100	100			Clayton Group Services	275	250	137.5	120
Clayton Group Services	275	250	137.5	137.5	120			Woodward, Alpert & Assoc.	325	220	475	150
San Jose								San Diego				
(Within 60 mile radius)								(Within 60 mile radius)				
Ergonomics & Injury Prevention	350	100	125	125	125			Clayton Group Services	250	225	135.5	115
Clayton Group Services	225	200	124.5	124.5	105			Woodward, Alpert & Assoc.	350	250	675	175
Ergofit	145	135	195	150	145							
(61-100 mile radius)								(61-100 mile radius)				
Ergonomics & Injury Prevention	365	100	125	125	125			Clayton Group Services	300	275	150	132.5
Clayton Group Services	275	250	137.5	137.5	120			Woodward, Alpert & Assoc.	400	280	775	225
ErgoFit	195	170	265	195	195							
Redding								Fresno				
(Within 60 mile radius)								(Within 60 mile radius)				
Ergonomics & Injury Prevention	350	100	125	125	125			Clayton Group Services	275	250	147.5	125
Clayton Group Services	275	250	147.5	147.5	125			Woodward, Alpert & Assoc.	700	320	975	225
(61-100 mile radius)								(61-100 mile radius)				
Ergonomics & Injury Prevention	365	100	125	125	125			Clayton Group Services	325	300	164.5	145
Clayton Group Services	325	300	164.5	164.5	145			Woodward, Alpert & Assoc.	900	370	1275	300
Los Angeles								Bakersfield				
(Within 60 mile radius)								(Within 60 mile radius)				
Clayton Group Services	225	200	124.5	124.5	105			Clayton Group Services	275	250	147.5	125
Woodward, Alpert & Assoc.	275	220	500	150	150			Woodward, Alpert & Assoc.	400	280	775	195
(61-100 mile radius)								(61-100 mile radius)				
Clayton Group Services	275	250	137.5	137.5	120			Clayton Group Services	325	300	164.5	145
Woodward, Alpert & Assoc.	350	240	675	175	175			Woodward, Alpert & Assoc.	500	320	875	250

Referrals

Multiple Service Type Contracts	Must contact the FIRST Consultant listed within a Select City.
Single Service Type Contracts	Must contact the Consultant with the lowest rate in the Select City for that Service Type.
Contracts requiring service in more than one Select City	Must contact the Consultant in the Select City where the bulk of work will be required.

Rates

0-60 miles from a Select City	Rates include ALL costs.
61-100 miles from a Select City	Reimbursement of travel expenses is allowed in accordance with Department of Personnel Regulations or other public agency statutory requirements. No reimbursement is allowed for car rental or airline ticket expenses.

No reimbursement will be made for travel time to and from the place of work performance.

Time spent for classroom set-up/tear down, preparation of reports, analysis, and research will be reimbursed at the normal hourly rate, with the exception of computer workstation evaluations which include these costs in the per workstation rate.

Travel reimbursement will be made beginning at 61 miles from City Hall of the Select City closest to the location at which the work will be performed or the starting point, whichever is less.

A 24-hour cancellation notice is required. Subscription Agencies may be charged (up to a maximum of \$250) for services that are rescheduled with less than a 24-hour notification.

Material Costs

The actual cost of ordinary training materials such as handouts, class evaluations, etc. will be reimbursed, subject to a maximum of \$10.00 per student. Other instructional aids that may be useful in a particular contract may be reimbursed at the election of and as negotiated by the Subscription Agency.

DGS Management Fee

State agencies may access the MSA for no additional fee (costs are recovered as a part of the statewide safety pro-rata).

SELECTING A CONSULTANT

Ranking & Rates

Contact Information

**6920 Koll Center Parkway, Suite 216
Pleasanton, CA 94566
(925) 426-2600
Contact: Chris Shulenberger
Cshulenberger@claytongrp.com**

Company Background

Clayton Group Services, Inc. has been a stable presence in the occupational health and safety and environmental health and safety services for more than 45 years. Clayton has established the experience necessary to perform consistent, high level work. Clayton Group Services, Inc. has a strong reputation for helping its clients address and resolve their injury/illness ergonomic concerns, whether those concerns are high injury rates, unusual employee turnover, or reduced productivity and quality. We have assisted our clients by providing ergonomics services ranging from basic task analysis and training to large-scale problem-solving and the development of innovative corporate programs. Clayton's services have resulted in thousands of ergonomic improvements that improved employee health and comfort, have helped cut workers' compensation costs and increased productivity. We can help organizations control their workers' compensation costs and illness concerns through proactive, solution-oriented ergonomics services.

Resumes available on-line at www.dgs.ca.gov/orim/lossctrl/msa/consultant.asp

Contact Information

**P.O. Box 2277
Granite Bay, CA 95746-2277
(916) 784-0321
Contact: Susan Tingley
Susantingley@cs.com**

Company Background

Ergonomics & Injury Prevention Services provides work site evaluations, in-house training classes, training materials and ergonomics consulting services for both office and industrial settings in Sacramento and throughout Northern California. All services are tailored to the specific needs of each client. Susan Tingley established Ergonomics & Injury Prevention Services in 1995. Ms. Tingley is a physical therapist with 15 years of experience in ergonomics, injury prevention, and industrial rehabilitation. Ms. Tingley is on the Board of Directors for the Sacramento Ergonomics Round Table and is the past president of the Bay Area Ergonomics Study Group. She is a member of the American Physical Therapy Association. She authored "Taking Control of Ergonomic Risk Factors" published in *California Workers' Compensation Update* in May 2000, and she is a co-author of an ergonomics case study published in *Orthopaedic Physical Therapy Clinics of North America*, September 1996.

Resumes available on-line at www.dgs.ca.gov/orim/lossctrl/msa/consultant.asp

Contact Information

**P.O. Box 700161
San Jose, CA 95170-0161
Contact: JoAnne Masters
(408) 821-1930 (408) 257-1530 FAX
Ergofit@yahoo.com**

Company Background

Ergo Fit is a leading provider of ergonomics consulting, program development, and training services supporting Northern California companies and government agencies since 1994. We offer a range of classes and services custom designed to meet your specific needs. We are known for our practical, common sense, cost-effective solutions to office ergonomics. Through evaluation, consultation, interventions and education, our team of highly qualified professionals can help minimize injuries and maximize employee productivity and safety. JoAnne Masters is a Certified Ergonomics Evaluation Specialist with over 15 years of experience in the field of ergonomics.

Our customers include major companies in a range of industries, including Hewlett-Packard, Yahoo!, City of Mountain View, United States Postal Service, United Defense, Lawrence Labs, etc.

Our training and evaluations are:

- Customized
- Interactive and Attention-holding
- Focused on behavior and techniques
- Designed to have long-lasting effects on employees to reduce costly injuries.

We believe that through ergonomic awareness, training, exercise and proper keyboard and mouse usage, the workplace can become a safer, more productive place.

Resumes available on-line at www.dgs.ca.gov/orim/lossctrl/msa/consultant.asp

SELECTING A CONSULTANT
About the Consultants

Contact Information

**1651 East Fourth Street, Suite 234
Santa Ana, CA 92701
Contact: Joannette Alpert
(714) 565-3100 (714) 565-1015 FAX
ergoexperts@earthlink.net**

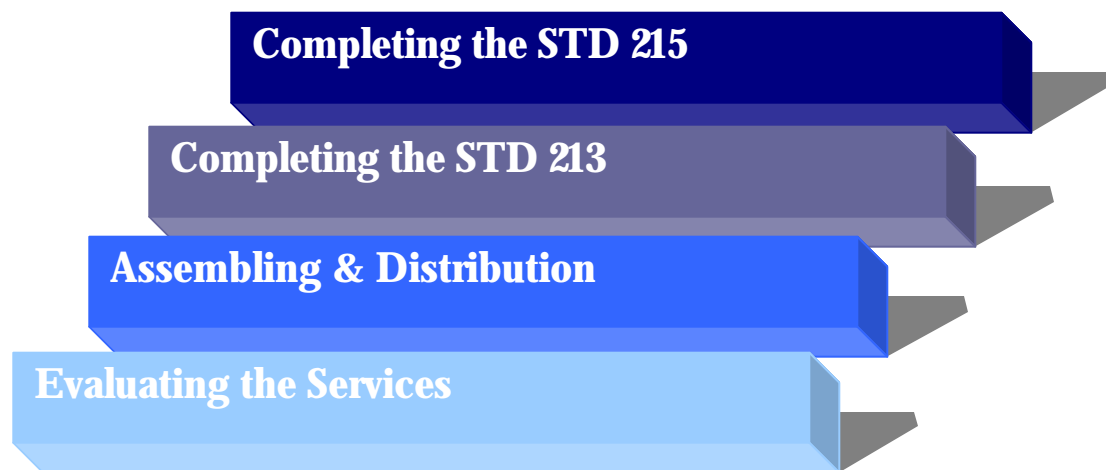
Company Background

Candice Woodward and Joannette Alpert have been working together as Woodward, Alpert & Associates, Inc. since May of 1994. Woodward, Alpert & Associates, Inc. is a woman-owned Orange County-based consulting firm specializing in providing business and industry with effective strategies for identifying and eliminating costly workers' compensation claims. Our staff is experienced, professional and highly trained. We come to you with years of experience in ergonomics, and a willingness to work closely with your staff. Our client base is made up of approximately 50% public agencies and 50% private industry. About 60% of our current work is in the office/computer environment and 40% is in field or manufacturing environments. Approximately 60% of our work is doing worksite evaluations, with the balance being ergonomic training (all levels) and general ergonomic consulting.

Candice and Joannette have unique backgrounds. The combination of being physical therapists and board certified professional ergonomists has afforded their clients the best of both disciplines and a unique perspective. Vicky Pease, our Associate, is also a physical therapist and ergonomic specialist, and has been working with us since 1998. Our customized injury prevention programs include: ergonomic program development and management, ergonomic worksite evaluations, custom back injury and cumulative trauma disorder injury prevention programs, ergonomic team training, train the trainer programs and ergonomic product consultation.

Resumes available on-line at www.dgs.ca.gov/orim/lossctrl/msa/consultant.asp

Standard Agreement Package



Subscription Agreements must be issued on a STD 213 (Standard Agreement) and STD 215 (Agreement Summary), utilizing the same terms and conditions as agreed upon in the Master Service Agreement, and are limited to a maximum of \$100,000. A template of each form is included in your user packet and is also available at:

<http://www.documents.dgs.ca.gov/ORIM/SampleErgo.pdf>

Amendments to a Subscription Agreement will be issued on a STD 213A. Public agencies may use their own contract mechanism, assuming that the format is acceptable to both the Consultant and the Public Agency. Public agencies should confirm their legal authority to use this MSA.

This contract has been extended to September 30, 2003. You may utilize the MSA any time during this term.

Disabled Veteran Business Enterprise Participation

Each Consultant has either partnered with a DVBE firm to meet our 3% goal for DVBE participation or has demonstrated a good faith effort to do so. Those firms that have a DVBE partner will be reporting their participation levels on a quarterly basis directly to the Subscribing Agency with a copy to ORIM. The 3% participation must be met based on the total dollars awarded to the Consultant for all Subscription Agreements during the MSA period, but will not necessarily need to be met on each and every Subscription Agreement. Subscription Agencies are not required to monitor the Consultant's progress toward meeting DVBE goals, but are to report figures submitted to them by the Consultant, on their mid year and annual DVBE/Small Business Reports.

1 STEP 1: COMPLETING THE STD 215 (AGREEMENT SUMMARY)

Form Field	What To Enter
Agreement Number/ Amendment Number	Enter the agreement number. Enter the amendment number (if applicable).
Format	Insert a choice from a list to be provided by DGS. Note: This list is not currently available.
Type	Insert a choice from a list to be provided by DGS. Note: This list is not currently available.
Subtype	Insert a choice from a list to be provided by DGS. Note: This list is not currently available.
(#1) Contractor's Name	Enter the full legal name of the firm/agency with whom you are contracting.
(#2) Federal I.D. Number	Enter contractor's federal tax ID number (9-digit code).
(#3) Agency Transmitting Agreement	Enter the full name of the agency transmitting the agreement.
(#4) Division, Bureau, or Other Unit	Enter name of appropriate division, bureau, or other unit within your agency.
(#5) Agency Billing Code	Enter appropriate agency billing code (6 digit DGS charge code). (DGS agency billing codes were previously 5 digit. However, with the implementation of the new Activity Based Management System (ABMS), the agency billing codes have been converted to 6-digit codes by adding a zero in front of the number (i.e. 30016 is now 030016).
(#6) Contract Analyst	Enter the name and telephone number of the administrative contract analyst who can answer questions regarding the agreement.
(#7) Prior Contract Services	Check "NO" or "YES". If "YES", enter the name of the previous contractor and the prior agreement number.

1 **STEP 1: COMPLETING THE STD 215 (AGREEMENT SUMMARY)**

Form Field	What to Enter
(#8) Description of Services	ALREADY COMPLETED ON TEMPLATE.
(#9) Agreement Outline	<p>Provide an overview of the work or services that will be performed. Include the following:</p> <ul style="list-style-type: none"> Reason for agreement, including specific problem, administrative requirement, program need or other circumstances making the agreement necessary; and Identify any special or unusual terms and/or conditions. <p>Attach additional sheets if necessary.</p>
(#10) Payment Terms	Check all appropriate boxes that apply to the payment terms of the agreement.
(#11) Projected Expenditures	This information should be available from the awarding agency budget or accounting office.
(#12) Term, Cost, and Bidding Method of Agreement	Enter term (start and end date) and total cost of the transaction. Bidding method has already been on the template. Also complete the "TOTAL" field. Contract cannot exceed \$100,000.
(#13) Bidding Method	ALREADY COMPLETED ON TEMPLATE
(#14) Summary Of Bids	ALREADY COMPLETED ON TEMPLATE
(#15) Award to Other than Low Bidder	ALREADY COMPLETED ON TEMPLATE If primary Consultant not used because of availability, state so here.
(#16) Basis for Determining Reasonableness of Price/Rate	A generic justification is provided on the template, however, each Subscription Agency must also include a more specific justification.

1 **STEP 1: COMPLETING THE STD 215 (AGREEMENT SUMMARY)**

(#17) Justification for Contracting Out	ALREADY COMPLETED ON TEMPLATE
(#18) Agreements in Excess of \$5000	Agencies are required to submit one Contract Award Report (STD 16) to the Department of Fair Employment and Housing (DFEH) within ten (10) days of the awarding of a standard agreement of \$5000 or more (see SCM 7.15A). Check the appropriate box.
(#19) Conflict of Interest Codes	ALREADY COMPLETED ON TEMPLATE
(#20) Contractor Evaluations	ALREADY COMPLETED ON TEMPLATE
(#21) Contractor Certification Clauses (CCC) and Payee Data Record (STD 204)	ALREADY COMPLETED ON TEMPLATE Completed Contractor Certification Clauses (CCC) and Payee Data Record forms are currently on file for this MSA and do not need to be obtained or attached to the Subscription Agreement. Contact ORIM (916) 376-5284 to obtain a copy if desired.
(#22) Required Resolutions	ALREADY COMPLETED ON TEMPLATE
(#23) Disabled Veterans Business Enterprise (DVBE) Goals	Refer to Consultant Contact Information page in User Guide to determine how each Consultant met this requirement and complete accordingly.
(#24) Small Business Certification	Refer to Contact Information page in User Guide and enter appropriate information.
(#25) Agreement Longer than One Year Period	ALREADY COMPLETED ON TEMPLATE
Signature Block	Provide a Signature/Title and Date, signed by a person authorized to sign on behalf of the awarding agency.

1 STEP 2: COMPLETING THE STD 213 (STANDARD AGREEMENT)

Form Field	What To Enter
Agreement Number/ Amendment Number	Enter the agreement number. Enter the amendment number (if applicable).
(#1) State Agency's Name	Enter your agency's full name.
(#1) Contractor's Name	Enter the full legal name of the firm/agency with whom you are contracting.
#2) Term of Agreement	Enter the term of the agreement. If fixed dates are known, enter (start date) through (end date). If fixed dates are not known, state the terms as known (i.e., performance is to commence upon receipt of written notice from the agency and shall continue through (end date), etc.
(#3) Maximum Amount of Agreement	Enter the maximum amount of the agreement (numeric above and spelled out below). Subscription Agreements may not exceed \$100,000. Example: \$1,000.00 One thousand dollars and no cents.
(#4) Exhibits	<p>List exhibits as needed (with corresponding number of pages).</p> <p>Exhibit A - Scope of Work</p> <p>All agreements shall have a Scope of Work (SOW). (Refer to State Contracting Manual (SCM) Section 5.35 for what to include in the SOW.)</p> <p>Any necessary attachments specific to Exhibit A, Scope of Work, (i.e., specifications, drawings, etc.) should be listed separately under this exhibit and identified as Attachment I, Attachment II, etc. (See sample Standard Agreement (STD 213).</p> <p>Exhibit B - Budget Detail and Payment Provisions</p> <p>All agreements shall have budget detail, payment provisions, and any language specific to costs, fees, percentages, etc., listed here (see SCM Sections 7.30 through 7.33). Three of the most commonly used payment methods have been listed on the template. The final contract should reflect only one payment method.</p> <p>Any necessary attachments specific to Exhibit B, Budget Detail and Payment Provisions, (i.e., cost detail, cost sheets, cost analysis, etc.) should be listed separately under this exhibit and identified as Attachment I, Attachment II, etc.</p>

1 **STEP 2: COMPLETING THE STD 213 (STANDARD AGREEMENT)**

Form Field	What To Enter
(#4) Exhibits (continued)	<p>Exhibit C - General Terms and Conditions</p> <p>Incorporated by reference to the Master Services Agreement. No need to attach a copy to the Subscription Agreement. Available for viewing at www.dgs.ca.gov/orim/lossctrl/msa/t&c.pdf.</p> <p>Exhibit D - Special Terms and Conditions</p> <p>Incorporated by reference to the Master Services Agreement. No need to attach a copy to the Subscription Agreement. Available for viewing at www.dgs.ca.gov/orim/lossctrl/msa/t&c.pdf.</p> <p>Exhibit E - Additional Provisions</p> <p>Incorporated by reference to the Master Services Agreement. No need to attach a copy to the Subscription Agreement. Available for viewing at www.dgs.ca.gov/orim/lossctrl/msa/t&c.pdf.</p> <p>Other Exhibits</p> <p>Other exhibits may be added as to include terms and conditions that are specific to a particular Subscription Agency due to legislation or funding conditions.</p>
Signature Block	<p>Complete as noted except for signatures and dates. Original signatures and dates should be provided by the contractor and the authorized agency representative.</p>
General Services Approval Box	<p>If the agreement is exempt from DGS approval, check the exemption box and insert the appropriate authority citation (i.e., State Administrative Manual (SAM) section, statutes, or exemption letter number). Please refer to Chapter 4 of the SCM for exemption requirements.</p>

STEP 3: ASSEMBLY & DISTRIBUTION OF THE PACKAGE

Preparing the Standard Agreement Package

Below is a guide outlining the steps to follow in preparing the forms and agreement package for routing, review, and approval. The order of the steps may vary for each department.

Step	Action To Be Taken										
1	Complete the Standard Agreement (STD 213) according to the instructions provided. Make sure to include all necessary exhibits.										
2	Complete the Agreement Summary (STD 215) according to the instructions provided.										
3	Obtain authorized signatures on the STD 213 (i.e., department contract officer/official and contractor) and STD 215 (i.e., department contract analyst or contract officer, as appropriate).										
4	Completed Contractor Certification Clauses, Vendor Data Record, Certificate of Insurance, and Resumes are all on file for this MSA and do not need to be obtained or attached to the Subscription Agreement. Contact ORIM to obtain copy if desired.										
5	Route two (2) copies of the STD 215 through your departmental accounting office for encumbrance and signature along with a complete copy of the STD 213 package, or a face sheet of the STD 213 (whichever your individual accounting office accepts/requires).										
6	<p>Prepare the package for routing to the Department of General Services, Office of Legal Services (DGS/OLS) for review and approval (refer to State Contracting Manual (SCM) for approval requirements. You will need to prepare 5 complete contract packages, however, DGS/OLS will require only the following be sent to them:</p> <table> <tr> <th><u>How Many</u></th><th><u>What To Include</u></th></tr> <tr> <td>1</td><td>Complete STD 213 package, including exhibits and backup documentation as required. (Photocopy signature)</td></tr> <tr> <td colspan="2" style="text-align: center;">DO NOT ATTACH A COPY OF THE MSA</td></tr> <tr> <td>3</td><td>STD 213 face sheets. (Two (2) must have original signatures.)</td></tr> <tr> <td>2</td><td>STD 215, including any backup documentation. (One (1) copy must have an original signature.)</td></tr> </table> <p>Where original signatures are required, photocopies or signature stamps are <u>not</u> acceptable.</p>	<u>How Many</u>	<u>What To Include</u>	1	Complete STD 213 package, including exhibits and backup documentation as required. (Photocopy signature)	DO NOT ATTACH A COPY OF THE MSA		3	STD 213 face sheets. (Two (2) must have original signatures.)	2	STD 215, including any backup documentation. (One (1) copy must have an original signature.)
<u>How Many</u>	<u>What To Include</u>										
1	Complete STD 213 package, including exhibits and backup documentation as required. (Photocopy signature)										
DO NOT ATTACH A COPY OF THE MSA											
3	STD 213 face sheets. (Two (2) must have original signatures.)										
2	STD 215, including any backup documentation. (One (1) copy must have an original signature.)										
7	<p>After approval, DGS/OLS will route the approved copies as follows:</p> <ul style="list-style-type: none"> (a) Keep one (1) complete STD 213 package and one (1) original signed STD 215 for their files; (b) Send one (1) photocopy signed STD 213 face sheet and one (1) photocopy signed STD 215 to the State Controller's Office (SCO); and (c) Return two (2) originally signed STD 213 face sheets to your department. 										
8	Upon receipt of the STD 213 face sheets from DGS/OLS, reassemble the agreement to add all exhibits, then distribute the copies according to departmental procedures (i.e., department file, contractor (plus any other copies specific to your department). Forward a complete copy of the contract to the MSA Coordinator, Department of General Services, Office of Risk & Insurance Management, 707 Third Street, First Floor, West Sacramento, CA 95605.										

STEP 4: EVALUATING THE SERVICES

ORIM is interested in your comments and suggestions for improving the Master Service Agreement. The **Customer Satisfaction Form** will provide us with feedback on both the performance of the Consultant as well as your satisfaction in accessing services by way of the Master Service Agreement.

Subscription Agencies are asked to complete this form as quickly as possible after completion of the services contracted for. A copy of this form is included in the User Manual and is also available for completion at our website or via e-mail. Please direct this form to:

Department of General Services
Office of Risk & Insurance Management
707 Third Street
West Sacramento, CA 95605

MSA Coordinator
(916) 376-5284
(916) 376-5276 FAX
www.dgs.ca.gov/orim

The **STD. 4 Contract/Contractor Evaluation** must also be completed for contracts of \$5,000 and over within 60 days of completion of the contract. If performance by the contractor was unsatisfactory, a copy of the evaluation must be sent, within five days after completion of the evaluation, to:

**Department of General Services
Office of Legal Services
707 Third Street, Seventh Floor
West Sacramento, CA 95605**

The contractor must be notified and sent a copy of the unsatisfactory evaluation within fifteen days after its completion.

CUSTOMER SATISFACTION SURVEY

ERGONOMIC CONSULTING SERVICES

This is the first Master Services Agreement that ORIM has administered for Safety Services. It is important that we gain your feedback to ensure that this program is effectively meeting the needs of our customers. Please take a few minutes to complete this survey by checking the most representative responses, and return it to us upon completion of your Subscription Agreement. Thank you for your assistance!

Please rate the Master Services Agreement on the following points:

CONSULTANTS (GENERAL)	Excellent	Good	Average	Poor	Very Poor	Don't know
1. Services available when you needed them						
2. Timely response to request for services						
3. Knowledgeable/well-informed						
4. Professionalism						
WORKSTATION EVALUATIONS	Excellent	Good	Average	Poor	Very Poor	Don't know
5. Effective interaction with employee						
6. Adjustments made during evaluation when possible						
7. Quality of written reports						
8. Reasonable recommendations						
EDUCATION/TRAINING	Excellent	Good	Average	Poor	Very Poor	Don't know
9. Presentation style						
10. Material covered thoroughly						
11. Effective student interaction						
12. Methods facilitated learning						
ADMINISTRATION	Excellent	Good	Average	Poor	Very Poor	Don't know
13. Clear instructions provided to access services						
14. Satisfaction with the contractual terms						
15. Satisfaction with the rates/pricing structure						
16. Quality of internet information						
17. Did MSA meet your needs overall						
	Yes	No				
18. Are you a State Agency?	<input type="checkbox"/>	<input type="checkbox"/>				
19. Will you use our services again?	<input type="checkbox"/>	<input type="checkbox"/>				

Comments Section: Please provide us with comments about any areas where you have indicated less than average service. You may use the back of this survey, but please include the question number to which you are responding. Additionally, you may include any other comments or suggestions you might have. Include your name and phone number if you desire a response.

QUESTIONS??

AGREEMENT NUMBER
CONTRACT # HERE

1. This Agreement is entered into between the State Agency and the Contractor named below:			
STATE AGENCY'S NAME Department of General Services, Office of Risk and Insurance Management			
CONTRACTOR'S NAME ERGO COMPANY NAME GOES HERE			
2. The term of this Agreement is:	DATE FROM	through	DATE TO
3. The maximum amount of this Agreement is: \$ DOLLAR AMOUNT OF CONTRACT GOES HERE SPELL OUT DOLLAR AMOUNT HERE			
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.			

Exhibit A – Scope of Work # pages



Exhibit B – Budget Detail and Payment Provisions # page

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

- ☒ Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement) # page
- ☐ Exhibit – D* Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) ERGO COMPANY SIGNER'S NAME		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING ERGO COMPANY NAME HERE		
ADDRESS Ergo Company Address Goes Here		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Office of Risk and Insurance		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING FRED J. LUZZI, Office Chief 707 Third Street, First Floor West Sacramento. CA 95605		
<input type="checkbox"/> Exempt per:		

QUESTIONS??

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide to the YOUR OFFICE NAME, ergonomic consulting services as described herein.
2. The services shall be performed at locations specified by YOUR OFFICE NAME (see number 4 below).
3. The project coordinators during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all agreement inquiries to those named above.

4. Following is a detailed description of work to be performed and duties of all parties.

This is a Subscription Agreement to Master Agreement # **PUT MASTER AGREEMENT NUMBER HERE** entered into between the Department of **(YOUR DEPARTMENT NAME)**, Office of **(YOUR OFFICE NAME)**, and **ERGO COMPANY NAME HERE** specifically for the purpose of providing ergonomic consulting services. This Subscription Agreement includes the terms and conditions set forth herein and incorporates by reference the terms and conditions contained in the Master Agreement referenced above.

If a discrepancy is found between the terms in this Agreement and the terms found within the Master Services Agreement, the terms and conditions of this Agreement will take precedence.

(Following is just a sample....each department should put their own statement of work to be performed.)

Consultant will provide ergonomic training classes to state employees from various departments. Initially a 16-hour Train the Trainer class will be held on (Date) at (Address). Train the Trainer classes will be limited to (#of students) students, and will provide students with a firm technical background in the area of ergonomics including skills necessary to perform basic ergonomic evaluations, provide employee training on ergonomics principles, identify risk factors related to repetitive motion injuries, determine practical control strategies, and understand OSHA requirements. Consultant is to provide, as a part of the total course fee, an Ergonomics Manual for each student containing the information and worksheets necessary to perform ergonomic evaluations. The first day of the class will focus on learning the technical aspects of ergonomics and the second day will provide a more hands-on approach for performing workstation evaluations. Consultant will arrange with (Agency Name) for all workstation equipment or chairs desired to be used at the training class. Consultant will work with the DGS Health and Safety Officer to make arrangements for actual workstation evaluations to be performed by students, with the oversight of the Consultant, during the second day of class. Consultant will provide a written evaluation to the DGS Health and Safety Officer of each of the workstation evaluations performed.

Additional Train the Trainer classes are anticipated during the contract period assuming sufficient interest on the part of state departments. The class dates, times, and locations will be scheduled after the first class takes place. Consultant may also be required to perform workstation evaluations and/or assist with ergonomic program development as necessary and agreed upon by both parties.

QUESTIONS??

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, the State, by and through the Subscription Agency, agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears as specified in the Subscription Agreement.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TRAVEL REIMBURSEMENT

The State will reimburse costs for mileage, parking, meals and lodging for work performed outside of the 100-mi radius of a Select City in accordance with Department of Personnel Administration rules, (Section 599.615.1 through 599.631). However, costs will NOT be reimbursed for car rental and airline tickets, nor for actual time spent traveling. Travel reimbursement calculation will be made beginning at the Select City closest to the location at which the work will be performed or at the starting point, whichever is less.

QUESTIONS??

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

(continued)

5. STUDENT MATERIAL REIMBURSEMENT

Contractor will be reimbursed separately by the Subscription Agency for the actual cost of ordinary training materials such as handouts, class evaluations, etc. not to exceed \$10 per student. Instructional aids (i.e., videos or reference books, etc., that might be beneficial for a train-the-trainer class and not necessarily for a regular training class) that may be useful in a particular contract situation may be reimbursed at the election of, and as negotiated by, the Subscription Agency.

6. RATES FOR LARGER ASSIGNMENTS

The State reserves the right to negotiate a lower rate on Subscription Agreements for larger assignments. For example, in some instances where multiple services, a large volume of work, or services focused at a particular facility, will be performed for a Subscription Agency, the Contractor may be willing to reduce the rates established under the Master Services Agreement.

QUESTIONS??

EXHIBIT D

SPECIAL TERMS AND CONDITIONS1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Subscription Agency listed on the Subscription Agreement, and with the ORIM, within ten (10) days of discovery of the problem. Within ten (10) days the Subscription Agency shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Subscription Agency Representative shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal. In the event of a dispute involving the Master Services Agreement, the same procedure will be followed with Office of Risk & Insurance Management rather than Subscription Agency.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared by the Subscription Agency on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the files of the subscribing agency. If the contract is for over \$5,000 and the evaluation is negative, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services. ORIM will use the STD. 4 to evaluate any consulting services provided by Contractor. ORIM and the Subscription Agency reserve the right to cancel this contract for any reason which constitutes unsatisfactory performance, unprofessional or unethical behavior.

4. Removal from Master Services Agreement

If following the award under the Master Services Agreement, ORIM or a Subscription Agency find the Contractor to be non-responsible, ORIM will notify the Contractor in writing of the reason(s) for such determination, and of the proposed removal from participation under the Master Services Agreement. The Contractor may file an appeal within 10 working days from the date of ORIM's notification letter. Upon appeal, ORIM shall schedule a hearing for the purpose of affording the Contractor an opportunity to present rebuttal. A representative from the Department of General Services, Office of Legal Services, shall issue a decision in writing within thirty (30) calendar days after the hearing.

5. Contractor Warranty

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

QUESTIONS??

EXHIBIT D

SPECIAL TERMS AND CONDITIONS (continued)

6. Potential Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

7. Change in Technical Personnel

Any changes in technical personnel providing service during the term of the contract must first be approved by ORIM prior to performing services. All qualifications outlined will apply to additional or replacement technical personnel.

QUESTIONS??

EXHIBIT E**ADDITIONAL PROVISIONS****1. Insurance Requirements**

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions a, b, and c, below in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- c. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The State will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

Workers' Compensation

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this contract.

2. General

Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

As an essential condition of this Agreement, close liaison, and coordination will be maintained between the Subscription Agency's staff and the Contractor's staff in order to assure that the Subscription Agency is fully informed concerning the work being accomplished.

3. Release of Information by Contractor

No reports, information, discoveries, or data obtained, assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the Subscription Agency.

QUESTIONS??

EXHIBIT E

ADDITIONAL PROVISIONS (continued)

4. Patents

Whenever any invention or discovery is conceived or first actually reduced to practice by the Contractor or his employees in the course of or under this Agreement, the Contractor shall promptly furnish the ORIM and the Subscription Agency's authorized representatives complete information thereon, and the ORIM and the Subscription Agency shall have the sole power to determine whether a patent application shall be filed, and to determine the disposition of the title to and rights in and to any invention or discovery and any patent application or patent that may result.

The judgment of the Agency on these matters shall be accepted as final.

5. Copyrights

Unless expressly agreed to in writing, the ORIM and the Subscription Agency is to retain ownership of all original material resulting from this Agreement.

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor or his subcontractor without the express authority of the ORIM and the Subscription Agency. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.

6. Contract Performance

All performance under the Agreement shall be completed on or before the termination date of the Agreement.

7. Renewal Option

The ORIM shall have the option of renewing this Agreement for two **(2)** consecutive years. If the ORIM exercises the option for the first additional year, the Agreement shall include an option provision for the second additional year. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed three (3) years.

The same terms and conditions will apply each year as specified herein.

8. Data Protection

All data provided by the Agency is confidential and must be properly safeguarded. At a minimum, during non-working hours, the Subscription Agency paper documents, reference materials or any other related materials shall be kept in a locked, secure place. All the Subscription Agency's electronic data shall be password protected and secure at all times.

9. Royalties

It is to be understood that, although entering into this Agreement, the State disclaims any obligation to employ the Contractor's services or pay royalties of any type as to future programs which may take place as a result of this Agreement.

QUESTIONS??

EXHIBIT E

ADDITIONAL PROVISIONS (continued)

10. Maintenance of Records

For activities performed under this contract, the Contractor shall maintain records as follows:

- a. Three years after the expiration of this contract;
- b. Three years after the settlement date of any lawsuit made under this contract, if such date occurs after the expiration date of this contract.

11. DVBE Reporting Requirements

Each Consultant has either partnered with a DVBE firm to meet our 3% goal for DVBE participation or has demonstrated a good faith effort to do so. Those firms that have a DVBE partner will be reporting their participation levels on a quarterly basis directly to the Subscribing Agency with a copy to ORIM. The 3% participation must be met based on the total dollars awarded to the Consultant for all Subscription Agreements during the MSA period, but will not necessarily need to be met on each and every Subscription Agreement. Subscription Agencies are not required to monitor the Consultant's progress toward meeting DVBE goals, but are to report figures submitted to them by the Consultant, on their mid year and annual DVBE/Small Business Reports.

Kathy Hanford
707 Third Street, First Floor
West Sacramento, CA 95605

QUESTIONS??

**DISABLED VETERANS BUSINESS ENTERPRISE
PARTICIPATION REPORTING FORM**

1.

Office / Department / Phone Number

2.

Contractor's Name / Federal I. D. Number / Contract Number

3. Total \$ Invoiced This Quarter	4. DVBE \$ This Quarter	5. DVBE %

6. Contract Dollars Invoiced 1st Qtr

7. DVBE Dollars 1st Qtr

8. Contract Dollars Invoiced 2nd Qtr

9. DVBE Dollars 2nd Qtr

10. Contract Dollars Invoiced 3rd Qtr

11. DVBE Dollars 3rd Qtr

12. Contract Dollars Invoiced 4th Qtr

13. DVBE Dollars 4th Qtr

14. TOTAL CONTRACT DOLLARS RECEIVED TO DATE

15. TOTAL DVBE DOLLARS PAID TO DATE

16. TOTAL DVBE PARTICIPATION PERCENTAGE TO DATE

INSTRUCTIONS

1. Enter the name of the Office and Department with which you have contracted (i.e., Office of Risk and Insurance Management, Department of General Services). Also on line 1 fill in the phone number of the person to whom you are sending the DVBE reporting form.
2. Enter the Contractor name, Contractor Federal I.D. Number, and the Contract Number.
3. Enter the *total* amount invoiced by Contractor to the State Agency *for the quarter* in Column 3.
4. Enter the *total* amount paid by the Contractor to the DVBE subcontractor *for the quarter* in Column 4.
5. Divide the figure in column 4 by the figure in column 3. Enter resulting figure in column 5.
6. Enter total dollars invoiced by Contractor to State Agency for 1st quarter on line 6.
7. Enter total dollars paid to DVBE subcontractor by Contractor for 1st quarter on line 7.
8. Enter total dollars invoiced by Contractor from State Agency for 2nd quarter (do not accumulate 1st and 2nd quarters on this line. Accumulated totals will be listed on line 14.)
9. Enter total dollars paid by Contractor to DVBE subcontractor for 2nd quarter (do not accumulate 1st and 2nd quarters on this line. Accumulated totals will be listed on line 15.)
10. Enter total dollars invoiced by Contractor to State Agency for 3rd quarter (do not accumulate 1st, 2nd and 3rd quarters on this line. Accumulated totals will be listed on line 14.)
11. Enter total dollars paid by Contractor to DVBE subcontractor for 3rd quarter (do not accumulate 1st, 2nd and 3rd quarters on this line. Accumulated totals will be listed on line 15.)
12. Enter total dollars invoiced by Contractor to State Agency for 4th quarter (do not accumulate 1st, 2nd, 3rd, and 4th quarters on this line. Accumulated totals will be listed on line 14.)
13. Enter total dollars paid by Contractor to DVBE subcontractor for 4th quarter (do not accumulate 1st, 2nd, 3rd, and 4th quarters on this line. Accumulated totals will be listed on line 15.)
14. Enter total dollars invoiced by Contractor to State Agency to date on line 14.
15. Enter total dollars paid by Contractor to DVBE subcontractor to date on line 15.
16. Divide line 15 by line 14 and enter the resulting figure on line 16. This is the total DVBE participation percentage to date.
17. Send copy of DVBE Participation Reporting form to Kathy Hanford, ORIM, 707 Third Street, First Floor, West Sacramento, California 95605.

QUESTIONS??

There are limited resources within the state available to provide the services required in the area of Ergonomics. The MSA was developed because of this need. There are, however, some additional resources that MAY be available to you depending upon your department's specific needs and time constraints.

State Compensation Insurance Fund

Ergonomic consulting services are not included as part of the state contract for workers' compensation administration. Services ARE available on a fee-for-service basis with hourly rates in the vicinity of \$125/hour, subject to a four (4) hour minimum.

This team's primary focus is to provide services to those entities purchasing insurance policies from State Compensation Insurance Fund. Staff resources are limited but services may be available periodically.

For additional information, contact: R.J. Banks (415) 703-7842

Departmental Resources

Contact your Departmental Health & Safety Officer or Safety Coordinator for resources that may be available within your department.

Office of Risk & Insurance Management

Should you require assistance with developing your Scope of Work for your Subscription Agreement or desire assistance to put together your own bid for ergonomic services, ORIM may be able to assist you.

For assistance contact: MSA Coordinator (916) 376-5284.

Services under \$1,000

(State Contracting Manual Section 5.95)

For smaller, one-time service needs, state agencies are not required to adhere to traditional competitive bidding regulations. State agencies should conduct a market survey of vendors and have them submit unsealed price quotes. There is no limit on the number of vendors that may be solicited. This process may be done by telephone, writing, or fax.

QUESTIONS??

ORIM is committed to providing you with the resources you need to best manage your department's risks.

For assistance with Subscription Agreements

Office of Risk & Insurance Management

707 Third Street, First Floor, West Sacramento, CA 95605

Contact: MSA Coordinator

(916) 376-5284 (916) 376-5276 FAX

www.dgs.ca.gov/orim

ORIM's professional staff is available to consult with you on safety-related services.

For assistance on other safety-related services:

Office of Risk & Insurance Management

707 Third Street, First Floor, West Sacramento, CA 95605

Contact: Trudy Holder

(916) 376-5285 (916) 376-5276 FAX

trudy.holder@dgs.ca.gov

QUESTIONS??